

File No. 180366

Committee Item No. 3

Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 3, 2018

Board of Supervisors Meeting

Date May 15, 2018

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Recreation and Park Commission Resolution</u> |
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Completed by: Linda Wong Date April 27, 2018
 Completed by: Linda Wong Date May 8, 2018

1 [Accept and Expend Grant - California Natural Resources Agency Grant - \$3,000,000]

2
3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**
4 **expend a General Fund Grant from the California Natural Resources Agency in the**
5 **amount of \$2,000,000 from November 1, 2017, through August 31, 2020, for the Golden**
6 **Gate Park Dog Training Area, and \$1,000,000 from December 1, 2017, through April 30,**
7 **2021, for Lake Merced Trail Improvements, for a total amount of \$3,000,000.**

8
9 WHEREAS, The City and County of San Francisco ("City") owns the properties located
10 on Assessor's Parcel Block No. 1700, Lot 001, known as "Golden Gate Park" and Assessor's
11 Parcel Block No. 7238, Lot 004, known as "Lake Merced"; and

12 WHEREAS, Golden Gate Park (GGP) is operated and maintained by the Recreation
13 and Park Department ("RPD"), and Lake Merced is operated and maintained by RPD in
14 partnership with the San Francisco Public Utilities Commission; and

15 WHEREAS, On June 12, 2017, the State of California Assembly Budget Committee
16 allocated \$3,000,000 of State General Funds in the form of a Grant ("Grant") administered by
17 the California Natural Resources Agency for improvements to the GGP Dog Training Area
18 and Lake Merced; and

19 WHEREAS, On October 19, 2017, the Recreation and Park Commission adopted
20 Resolution No. 1710-005, approving the application for Grant funds in the amount of
21 \$2,000,000 for the GGP Dog Training Area and \$1,000,000 for Lake Merced Trail
22 Improvements, and recommending that the Board of Supervisors authorize RPD to accept
23 and expend the Grant; and

1 WHEREAS, The terms and conditions of the Grant are detailed in the Grant Agreement
2 which is on file with the Clerk of the Board of Supervisors in File No. 180364 and is hereby
3 declared to be part of this resolution as set forth fully herein; and

4 WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

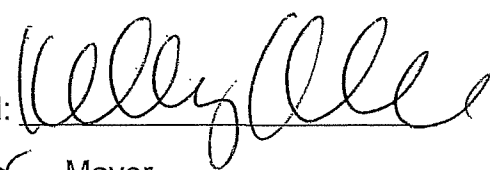
5 WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance;
6 now, therefore, be it

7 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park
8 Department to retroactively accept and expend a General Fund Grant from the California
9 Natural Resources Agency in the amount of \$2,000,000 for the Golden Gate Park Dog
10 Training Area and \$1,000,000 for Lake Merced; and, be it

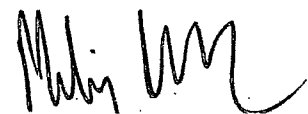
11 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
12 indirect costs as part of this Grant budget; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General
14 Manager, and his or her designee, to conduct all negotiations, and execute and submit all
15 documents, including but not limited to applications, agreements, amendments, payment
16 requests and so on, that may be necessary for the completion of the project.

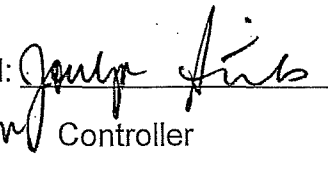
17
18 Recommended:

Approved: 

for Mayor

19
20 
21 _____

22 General Manager

23 Approved: 

for Controller

File Number: 180366
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: General Fund Grant – Golden Gate Park Dog Training Area
2. Department: San Francisco Recreation and Park Department
3. Contact Person: Toni Moran Telephone: 415 581-2555
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$2,000,000
- 6a. Matching Funds Required: \$ Not Required
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: California Natural Resources Agency
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: Public Outreach, Design and Construction of Improvements to Golden Gate Park Dog Training Area.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: November 01, 2017 End-Date: August 31, 2020
- 10a. Amount budgeted for contractual services: ~\$1,500,000
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes
d. Is this likely to be a one-time or ongoing request for contracting out? One-time
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$ 0
b2. How was the amount calculated? N/A
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?
Department and Division overhead associated with Project and Construction Management Services.
12. Any other significant grant requirements or comments: Bi-Annual Reporting Required. Audit records must be kept on file for 5-year after final payment is received.

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

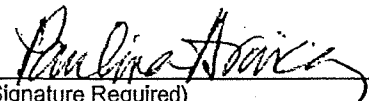
Comments: The project conceptual plan for renovation and construction drawings will be reviewed and approved by the City's Disability Access Coordinator for compliance with ADA requirements.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica, Disability Coordinator
(Name)

Disability Access Coordinator, San Francisco Public Work
(Title)

Date Reviewed: 12/18/17

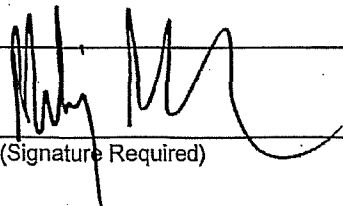

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager
(Title)

Date Reviewed: 12-8-2017


(Signature Required)

File Number: 180366
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: General Fund Grant -- Lake Merced Trail Improvements
2. Department: San Francisco Recreation and Park Department
3. Contact Person: Toni Moran Telephone: 415 581-2555
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$1,000,000
- 6a. Matching Funds Required: \$ Not Required
b. Source(s) of matching funds (if applicable):
- 7a. Grant Source Agency: California Natural Resources Agency
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: Public Outreach, Design and Construction of Lake Merced Trail Improvements
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: December 01, 2017 End-Date: April 30, 2021
- 10a. Amount budgeted for contractual services: ~\$1,000,000
b. Will contractual services be put out to bid? Yes
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes
d. Is this likely to be a one-time or ongoing request for contracting out? One-time
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$ 0
b2. How was the amount calculated? N/A
c1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c2. If no indirect costs are included, what would have been the indirect costs?
Department and Division overhead associated with Project and Construction Management Services.
12. Any other significant grant requirements or comments: Bi-Annual Reporting Required. Audit records must be kept on file for 5-year after final payment is received.

****Disability Access Checklist** (Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments: The project conceptual plan for renovation and construction drawings will be reviewed and approved by the City's Disability Access Coordinator for compliance with ADA requirements.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica, Disability Coordinator
(Name)

Disability Access Coordinator, San Francisco Public Work

(Title)

Date Reviewed: 12/08/17


(Signature Required)

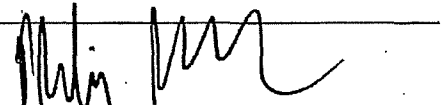
Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager

(Title)

Date Reviewed: 12-08 -2017


(Signature Required)

GRANT AGREEMENT
State of California - The Natural Resources Agency

GRANTEE NAME: San Francisco Recreation and Park Department
PROJECT TITLE: Golden Gate Park Dog Training Area
AUTHORITY: Assembly Bill No. 97 Specified Funding FY 2017/2018
PROGRAM: General Fund Specified Grant Projects
AGREEMENT NUMBER: GF1704-0
TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form
PROJECT PERFORMANCE PERIOD IS: 11/01/2017 to 08/31/2020

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Assembly Bill No. 97, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

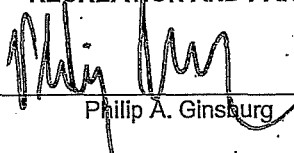
See project description on page 1 and Exhibit A of the Agreement

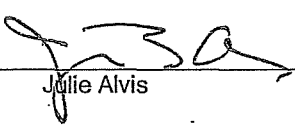
Total State Grant not to exceed **\$2,000,000.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

**SAN FRANCISCO
RECREATION AND PARK DEPARTMENT**

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By 
Philip A. Ginsburg
Title General Manager
Date 3-2-18

By 
Julie Alvis
Title Deputy Assistant Secretary
Date 3/12/2018

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND	
\$2,000,000.00		GF1704-0		0001- General Fund	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION			
\$		0540-0001-000-2017-101		PROGRAM 10	
ADJ. DECREASING ENCUMBRANCE		FUNCTION			
\$		Local Assistance			
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$		0540-0001-000-2017-101	14/17	2017	2017/18
or T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	30451	GF1704

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance


SIGNATURE OF ACCOUNTING OFFICER

3/27/18
DATE

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: San Francisco Recreation and Park Department
Project Title: Golden Gate Park Dog Training Area
Agreement Number: GF1704-0
Authority: Assembly Bill No. 97 Specified Funding FY 2017/2018
Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Renovation of the Golden Gate Park Dog Training area facility and adjacent parking lot.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of grant funds shall post signs acknowledging the source of the funds. Size, location and number of signs shall be approved by the State.
2. As conditions precedent to the State's obligation to make any construction funding available pursuant to this agreement, Grantee shall first provide evidence of compliance with CEQA within one year of grant execution.

General Provisions

A. Definitions

1. The term "Act" means Assembly Bill No. 97.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights:
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the California Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.

6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an applicant who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2024.
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section

21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the application. Changes in project scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

C. Project Costs

1. Grant funds provided to Grantee under this agreement will be disbursed for eligible costs, on a reimbursement basis. Requests for advance funds are allowable on a case by case basis, at the State's discretion. Payments are made as follows, but shall not exceed in any event the amount set forth on the signature page of this agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
 - d. Remaining grant funds shall be paid up to the total amount of the grant funds or the actual project cost, whichever is less, upon completion of the project, receipt of a detailed summary of project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines:
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being

increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the project to further project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **May 1, 2024**.
5. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
6. This agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.
4. If the Grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the Grantee shall be

liable for immediate repayment to the State of all amounts disbursed by the State under this agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this agreement.

5. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this agreement, is the for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.
2. Grantee shall maintain, operate and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this agreement.
4. If the use of the property is changed to a use that is not permitted by the agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants

for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this agreement as though set forth in full in this agreement.

K. Severability

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the

Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

**GRANT AGREEMENT
State of California - The Natural Resources Agency**

General Fund Specified Grant Projects

Grantee Name: San Francisco Recreation and Park Department

Project Title: Golden Gate Park Dog Training Area

Agreement Number: GF1704-0

Project Scope:

Renovation of the Golden Gate Park Dog Training area facility and adjacent parking lot.

Project elements include:

- Replace dog training area surface materials
- Install new irrigation
- Replace perimeter fencing and entry gates
- Separate space into large and small dog play areas
- Add additional drinking fountain
- Install new park benches and waste disposal bins
- Increase parking lot accessibility
- Install new lighting

The public will have access to the project via 36th avenue at the intersection of Fulton Street.

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	November 2017 – March 2018
Submit CEQA documents	March 2018
Submit final site design/plans/specifications to State	September 2018
Submit evidence of bond acknowledgement sign	June 2019
Begin construction	October 2019-May 2020
Submit Project Closeout package with final Payment Request to State	August 2020

Cost Estimate: See Exhibit A1

Exhibit A-1: Cost Estimate
 San Francisco Recreation and Park Department
 Golden Gate Park Dog Training Area
 Agreement Number GF1704-0

Project Elements	Total Project Costs**	General Fund Grant
NON-CONSTRUCTION COSTS*		
Direct Project Management & Admin		
Staff Time (direct costs only)	\$ 88,730	\$ 88,730
Planning, Design & Permitting		
Staff Time (direct costs only)		
Consultants	\$ 374,500	\$ 374,500
Permit Costs	\$ 20,000	\$ 20,000
CEQA Compliance (if applicable)		
Staff Time (direct costs only)	\$ 16,770	\$ 16,770
Sub-Total Non-Construction Costs (not to exceed 25% of grant)	\$ 500,000	\$ 500,000
CONSTRUCTION COSTS		
Site Demo / Prep / Grading	\$ 255,000	\$ 255,000
Parking Lot Renovation and/or Lighting	\$ 165,000	\$ 165,000
Dog Play Area Renovation	\$ 941,450	\$ 941,450
Sub-Total Construction Costs	\$ 1,361,450	\$ 1,361,450
Contingency (not to exceed 10% of grant)	\$ 138,550	\$ 138,550
PROJECT GRAND TOTAL:	\$ 2,000,000	\$ 2,000,000

*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

**All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

GRANT AGREEMENT
State of California - The Natural Resources Agency

GRANTEE NAME: San Francisco Recreation and Park Department
PROJECT TITLE: Lake Merced
AUTHORITY: Assembly Bill No. 97 Specified Funding FY 2017/2018
PROGRAM: General Fund Specified Grant Projects
AGREEMENT NUMBER: GF1705-0
TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form
PROJECT PERFORMANCE PERIOD IS: 12/01/2017 to 04/30/2021

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope, described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Assembly Bill No. 97, agrees to fund the project up to the total state grant amount indicated.

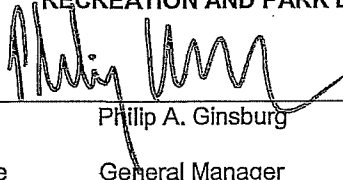
PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement.

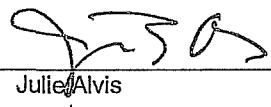
Total State Grant not to exceed \$1,000,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

**SAN FRANCISCO
RECREATION AND PARK DEPARTMENT**

By 
Philip A. Ginsburg
Title General Manager
Date 3-2-18

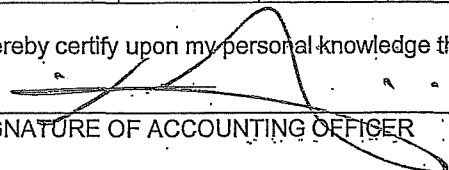
**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By 
Julie Alvis
Title Deputy Assistant Secretary
Date 3/12/2018

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND	
\$1,000,000.00		GF1705-0		0001- General Fund	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION			
\$		0540-0001-000-2017-101		PROGRAM 10	
ADJ. DECREASING ENCUMBRANCE		FUNCTION			
\$		Local Assistance			
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$		0540-0001-000-2017-101	14/17	2017	2017/18
or T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	30451	GF1705

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance


SIGNATURE OF ACCOUNTING OFFICER

3/27/18
DATE

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: San Francisco Recreation and Park Department
Project Title: Lake Merced
Agreement Number: GF1705-0
Authority: Assembly Bill No. 97 Specified Funding FY 2017/2018
Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Renovation of Lake Merced bicycle/pedestrian trail and amenities.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of grant funds shall post signs acknowledging the source of the funds. Size, location and number of signs shall be approved by the State.
2. As conditions precedent to the State's obligation to make any construction funding available pursuant to this agreement, Grantee shall first provide evidence of compliance with CEQA within one year of grant execution.

General Provisions

A. Definitions

1. The term "Act" means Assembly Bill No. 97.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the California Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.

Agreement No. GF1705-0

6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an applicant who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2024.
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section

21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the application. Changes in project scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

C. Project Costs

1. Grant funds provided to Grantee under this agreement will be disbursed for eligible costs, on a reimbursement basis. Requests for advance funds are allowable on a case by case basis, at the State's discretion. Payments are made as follows, but shall not exceed in any event the amount set forth on the signature page of this agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
 - d. Remaining grant funds shall be paid up to the total amount of the grant funds or the actual project cost, whichever is less, upon completion of the project, receipt of a detailed summary of project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being

increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the project to further project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than May 1, 2024.
5. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
6. This agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.
4. If the Grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the Grantee shall be

liable for immediate repayment to the State of all amounts disbursed by the State under this agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this agreement.

5. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this agreement, is the for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times: Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.
2. Grantee shall maintain, operate and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this agreement.
4. If the use of the property is changed to a use that is not permitted by the agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants

for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this agreement as though set forth in full in this agreement.

K. Severability

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the

Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

**GRANT AGREEMENT
State of California - The Natural Resources Agency**

General Fund Specified Grant Projects

Grantee Name: San Francisco Recreation and Park Department

Project Title: Lake Merced

Agreement Number: GF1705-0

Project Scope:

Renovation of Lake Merced bicycle/pedestrian trail and amenities, including retaining wall and fitness equipment.

Project elements include:

- Resurfacing and stabilizing portions of the trail

The public will be able to access the project improvements at various locations around Lake Merced including the Sunset Circle parking lot and parking lot on John Muir Drive.

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	December 2017-April 2018
Submit CEQA documents	April 2018
Submit final site design/plans/specifications to State	February 2019
Submit evidence of bond acknowledgement sign	December 2019
Construction	May 2020-November 2020
Submit Project Closeout package with final Payment Request to State	April 2021

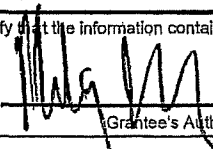
Cost Estimate: See Exhibit A1

Exhibit A-1: Cost Estimate
 San Francisco Recreation and Park Department
 Lake Merced
 Agreement Number GF1705-0

Project Elements	Total Project Costs	General Fund Grant	Grantee Contribution
NON-CONSTRUCTION COSTS			
Direct Project Management & Admin*			
Staff Time (direct costs only)	\$ 233,706	\$ -	\$ 233,706
Planning, Design & Permitting			
Staff Time (direct costs only)	\$ 252,000	\$ -	\$ 252,000
Consultants	\$ 30,400	\$ -	\$ 30,400
Permit Costs	\$ 20,000	\$ -	\$ 20,000
CEQA Compliance (if applicable)			
Staff Time (direct costs only)	\$ 15,600	\$ -	\$ 15,600
Sub-Total Non-Construction Costs (not to exceed 25% of grant)	\$ 551,706	\$ -	\$ 551,706
CONSTRUCTION COSTS			
Retaining Walls & Utilities	\$ 268,250	\$ -	\$ 268,250
Trail Renovation, Grading & Stabilization	\$ 1,120,000	\$ 1,000,000	\$ 120,000
Fitness Equipment & Furnishings	\$ 105,000	\$ -	\$ 105,000
Sub-Total Construction Costs	\$ 1,493,250	\$ 1,000,000	\$ 493,250
Contingency (not to exceed 10% of grant)	\$ 223,988	\$ -	\$ 223,988
PROJECT GRAND TOTAL:	\$ 2,268,944	\$ 1,000,000	\$ 1,268,944

*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation. All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

VI. PROJECT INFORMATION FORM

Project Name Lake Merced		Estimated Date of Completion: <u>April 2020</u>	
		Grant Amount Requested: \$ <u>1,000,000</u>	
		Estimated Total Project Cost: <u>\$ 3,000,000</u> (State Grant and other funds and In-Kind donations)	
Grantee Name (with mailing address) City and County of San Francisco Check one: Recreation and Park Dept. <input type="checkbox"/> Non-Profit 501 Stanyan Street <input checked="" type="checkbox"/> Local Public Agency San Francisco, CA 94117-1898 <input type="checkbox"/> State Agency		County San Francisco	
		Nearest City/Town San Francisco	
		Project Address (or nearest cross street) Lake Merced Boulevard and Sunset Boulevard	
		Senate Dist. 11	Assembly Dist. 19
		US Congressional Dist. 12	
Grantee's Representative Authorized in Resolution (Signature required at bottom of this page)			
Name: <u>Phillip A. Ginsburg</u>		Title: <u>General Manager</u>	
Phone: <u>415 831-2701</u>		Email Address: <u>phil.ginsburg@sfgov.org</u>	
Project Manager - Person with day to day responsibility for project (if different from authorized representative)			
Name: <u>Brett Desmarais</u>		Title: <u>Project Manager</u>	
Phone: <u>415 575-5601</u>		Email Address: <u>brett.desmarais@sfgov.org</u>	
Brief Description of Project (Summarize major activities to be funded by this Grant) Renovation of the 4.5 mile pedestrian and cyclist trail encircling Lake Merced. Improvements to include: replaced soft trail shoulder, signage, erosion control, retaining walls, grading, and new outdoor fitness equipment and site furnishings. Utilities will be extended to allow for a new prefabricated restroom.		Latitude 37°43'42.01"N	Longitude 122°29'37.70"W
Site Control/Land Tenure (Check the box that applies) <input checked="" type="checkbox"/> The grantee owns the property <input type="checkbox"/> The grantee leases the property Term end date: _____ <input type="checkbox"/> The grantee owns an easement on the property <input type="checkbox"/> The grantee has an MOU with the property owner		CEQA/Environmental Requirements <input type="checkbox"/> Exempt from CEQA, pursuant to CEQA Guideline # _____ (Attach Notice of Exemption) <input type="checkbox"/> CEQA Approval received from another public Agency Attach lead agency's resolution approving the project, along with the Notice of Determination, Negative Declaration, or Mitigated Negative Declaration, stamped by State Clearinghouse and County Clerk's Office. <input checked="" type="checkbox"/> CEQA is not complete, but a completed Draft Initial Study with Checklist is provided. <input type="checkbox"/> CEQA does not apply to this project under Code Section: _____	
I certify that the information contained in this project application, including required attachments, is complete and accurate.			
Signed: 		_____ Date	
_____ Grantee's Authorized Representative as shown in Resolution		_____ Date	
Print Name: <u>Phillip A. Ginsburg</u>		Print Title: <u>General Manager</u>	
		Designee? Y N If yes, attach letter of designation from authorized representative.	

Lake Merced Project Summary – Potential Scope Description
California Natural Resources Agency Grant
Brett Desmarais, Project Manager, San Francisco Department of Recreation and Parks

Lake Merced is a natural water body in the southwest corner of San Francisco that was formed through a combination of seismic and tidal forces. While the lake itself falls within the jurisdiction of the San Francisco Public Utilities Commission, the recreational amenities surrounding it, which include trails, fitness equipment, picnic areas, and a public golf course, are owned and operated by the San Francisco Department of Recreation and Parks. The scope of the proposed project is a renovation of the shared bicycle/pedestrian trail encircling the lake, including the replacement of existing fitness equipment, as well as the provision of electrical and domestic water and sewer utilities to support the addition of a new public restroom.

Recreational trails around Lake Merced were constructed in the mid-20th Century and have been periodically expanded and improved upon with periodic maintenance since their inception. The trail encircling the lake is a 4.5 mile circuit designed as a shared pedestrian/cyclist amenity that features an approximately 8-foot wide asphalt path with a soft shoulder of varying width composed of mostly degraded earthen materials. This trail closely follows Skyline Boulevard on the west side of the lake, Lake Merced Boulevard along the north and east sides, and John Muir Drive to the south. At various locations the trail is punctuated by parking lots and aging parcourse equipment. Throughout the trail system, but particularly along the north side of Lake Merced, the trail's soft shoulder is compromised by areas of hillside erosion. Vegetation, ranging from tree branches to creeping plants, has also intruded upon the trail at numerous locations and caused a reduction in usable space. The parking lot at John Muir Drive and at the intersection of Sunset Boulevard and Lake Merced Boulevard (known as the "Sunset Circle") feature heavily used port-a-potties with substandard conditions.

The planned project focuses on two areas. The first is an improvement to the 4.5 mile long shared use trail by addressing underlying erosion issues and rebuilding the trail's soft shoulder. The second improvement is the provision of a permanent restroom facility at the Sunset Circle parking lot. Complementing these improvements are the addition of new site furnishings, including park benches, picnic tables, and the replacement of existing parcourse equipment.

Improvements to the trail would begin with the construction of new retaining walls, likely composed of steel soldier piles with wood lagging. It is estimated that 11 new retaining walls are required to provide shoring along the trail edge and would have exposed heights ranging from 1 to 4 feet and lengths up to 100 feet. With a stabilized edge in place, the soft shoulder would be leveled to the existing asphalt pathway, likely using compacted engineered fill and decomposed granite. In other areas, vegetation (including existing tree stumps) would be removed to allow for surface restoration and trail widening. A wood header board would be employed to create a maintainable trail edge and inhibit future vegetative intrusion. New signage and striping of the asphalt pathway would be implemented to minimize user conflict. Localized areas of degraded asphalt would be replaced along the trail. New parcourse equipment would be installed on concrete pads along the trail edge along with distance markers to support fitness programming.

A new single or two-user prefabricated JCDecaux restroom will be installed at either the Sunset Circle parking lot or the parking lot on John Muir Drive. The restroom structure will be procured under an existing contract between the City of San Francisco and manufacturer JCDecaux at no additional cost to the project. The project will, however, bear costs for providing new utility services, including PG&E electrical, and domestic water and sewer provided by the San Francisco Public Utilities Commission. Both services will require feasibility studies, new service and/or impact fees, as well as new electrical and water meters.

Pending the availability of additional funds after addressing primary scope items, the project may also include additional outdoor fitness equipment stations installed at the Sunset Circle and John Muir drive parking lots and the replacement of existing interpretive signage panels located along the Lake Merced trail system.

**RECREATION AND PARK COMMISSION
City and County of San Francisco
Resolution Number 1710-005**

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR
GOLDEN GATE PARK DOG TRAINING AREA AND LAKE MERCED
IMPROVEMENT PROJECTS**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the projects shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant projects, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the state; and

WHEREAS, the Grantee will enter into an agreement with the State of California for subject projects: now, therefore, be it

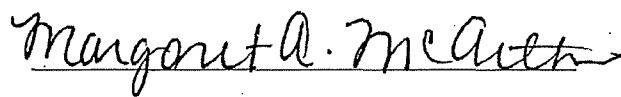
RESOLVED that the San Francisco Recreation and Park Commission (Grantee)

1. Approves the acceptance of general fund allocation for local assistance for the above projects; and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to operate and maintain the projects or will enter into an agreement with another entity to perform said operation and maintenance; and
4. Certifies that said agency has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and
5. Appoints the General Manager or his/her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned projects.

Adopted by the following vote:

Ayes:	7
Noes:	0
Absent:	0

I certify that the foregoing resolution was adopted at the meeting of the Recreation and Park Commission held on October 19, 2017.



Margaret A. McArthur, Commission Liaison

IX. COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS

Where possible, quantify the components of the project (e.g. labor, materials, etc.), the lateral and linear extent of restoration work, labor, materials, and equipment requirements. Indicate tasks to be funded by this grant and by other sources, as well as In-Kind contributions. All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

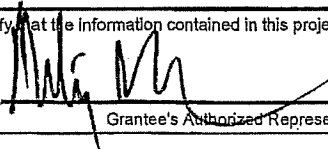
Project Elements	Unit Price	Units	Quant.	Total Project Costs	General Fund Grant	Local Contribution s (Specify)	Other Funding Source(s) (Specify)
NON-CONSTRUCTION COSTS							
Direct Project Management & Administration							
Staff Time (direct costs only)	\$ 106	Hrs	2200	\$ 233,706	\$ -	\$ 233,706	
Incidental Charges	LS	LS	LS	\$ 10,000	Ineligible		
Consultants							
Subtotal - Direct Management			2200	\$ 233,706	\$ -	\$ 233,706	
Planning, Design & Permitting							
Staff Time (direct costs only)	\$ 72	Hrs	3500	\$ 252,000	\$ -	\$ 252,000	
Consultants	\$ 80	Hrs	380	\$ 30,400	\$ -	\$ 30,400	
Permit Costs	LS	LS	LS	\$ 20,000	\$ -	\$ 20,000	
Subtotal - Planning, Design & Permitting				\$ 302,400	\$ -	\$ 302,400	
CEQA Compliance (if applicable)							
Staff Time (direct costs only)	\$ 78	Hrs	200	\$ 15,600	\$ -	\$ 15,600	
Consultants	\$ -	Hrs	0	\$ -	\$ -	\$ -	
Subtotal - CEQA			200	\$ 15,600	\$ -	\$ 15,600	
SUB-TOTAL Non-Construction Costs (not to exceed 25% of grant)				\$ 567,306	\$ -	\$ 567,306	
CONSTRUCTION COSTS							
Retaining Walls & Utilities	\$ 185	LF	1450	\$ 268,250	\$ -	\$ 268,250	
Trail Renovation, Grading, & Landscape	\$ 20	SF	56000	\$ 1,120,000	\$ 1,000,000	\$ 120,000	
Fitness Equipment & Furnishings	\$ 15,000	Unit	7	\$ 105,000	\$ -	\$ 105,000	
SUB-TOTAL Construction Costs				\$ 1,493,250	\$ 1,000,000	\$ 493,250	
Contingency (not to exceed 10% of grant)				\$ 223,988		\$ 223,988	
PROJECT GRAND TOTAL:				\$ 2,284,544	\$ 1,000,000	\$ 1,284,544	

Category listing should be detailed and customized to fit the project proposal. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The unit price multiplied by the quantity equals the Total Project Costs column. The General Fund Grant and Other Funding Sources should also sum to the Total Project Costs column. LS = Lump Sum

IX. DEVELOPMENT PROJECT TIMELINE – LAKE MERCED IMPROVEMENTS

Activity Description	Timeline
Preliminary work on the project	December 2017 – April 2018
Submit CEQA documents	April 2018
Submit final site design/plans/specifications	February 2019
Submit evidence of bond acknowledgement sign	December 2019
Construction period	May 2020 – November 2020
Submit Project Closeout package with final Payment Request to State	April 2021

VI. PROJECT INFORMATION FORM

Project Name Golden Gate Park Dog Training Area		Estimated Date of Completion: June 2020	
		Grant Amount Requested: \$ 2,000,000	
		Estimated Total Project Cost: \$ 2,410,258 (State Grant and other funds and In-Kind donations)	
Grantee Name (with mailing address) City and County of San Francisco Check one: Recreation and Park Dept. <input type="checkbox"/> Non-Profit 501 Stanyan Street <input checked="" type="checkbox"/> Local Public Agency San Francisco, CA 94117-1898 <input type="checkbox"/> State Agency		County San Francisco	Nearest City/Town San Francisco
		Project Address (or nearest cross street) Fulton Ave and 36th Street	
		Senate Dist. 11	Assembly Dist. 19
		US Congressional Dist. 12	
Grantee's Representative Authorized in Resolution (Signature required at bottom of this page)			
Name: Philip A. Ginsburg		Title: General Manager	
Phone: 415 831-2701		Email Address: phil.ginsburg@sfgov.org	
Project Manager - Person with day to day responsibility for project (if different from authorized representative)			
Name: Brett Desmarais		Title: Project Manager	
Phone: 415 575-5601		Email Address: brett.desmarais@sfgov.org	
Brief Description of Project (Summarize major activities to be funded by this Grant) Renovation of existing dog park and adjacent parking lot. Scope to include new parking lot paving, drainage and lighting; new dog park fencing, irrigation, surfacing, and site furnishings.		Latitude 37.7709859	Longitude -122.4994299
Site Control/Land Tenure (Check the box that applies) <input checked="" type="checkbox"/> The grantee owns the property <input type="checkbox"/> The grantee leases the property Term end date: _____ <input type="checkbox"/> The grantee owns an easement on the property <input type="checkbox"/> The grantee has an MOU with the property owner		CEQA/Environmental Requirements <input type="checkbox"/> Exempt from CEQA, pursuant to CEQA Guideline # _____ (Attach Notice of Exemption) <input type="checkbox"/> CEQA Approval received from another public Agency Attach lead agency's resolution approving the project, along with the Notice of Determination, Negative Declaration, or Mitigated Negative Declaration, stamped by State Clearinghouse and County Clerk's Office. <input checked="" type="checkbox"/> CEQA is not complete, but a completed Draft Initial Study with Checklist is provided. <input type="checkbox"/> CEQA does not apply to this project under Code Section: _____	
I certify that the information contained in this project application, including required attachments, is complete and accurate.			
Signed: 		Date: _____	
Grantee's Authorized Representative as shown in Resolution			
Print Name: Philip A. Ginsburg	Print Title: General Manager	Designee? Y N If yes, attach letter of designation from authorized representative.	

Golden Gate Park Dog Play Area Project Summary – Potential Scope Description
California Natural Resources Agency Grant
Brett Desmarais, Project Manager, San Francisco Department of Recreation and Parks

The Golden Gate Park Dog Training Area is an existing amenity located in the northwest corner of San Francisco's historic Golden Gate Park, adjacent to the Bison Paddock, and accessed by 36th Avenue at the intersection of Fulton Street. The scope of the proposed project is a comprehensive renovation of the facility with improvements to the adjacent parking lot.

The Dog Training Area was constructed in the mid-20th Century and has remained relatively unchanged since that time, with periodic maintenance and recent minor improvements to provide a potable water supply and a new entry gate. The existing facility features a 64,000 square foot sand-surface off-leash dog park surrounded by a 4-foot chain link fence with three entry gates. San Francisco dog owners as well as professional dog walkers frequent the facility. Recent upgrades since 2014 include the addition of two potable drinking fountains (both include pet drinking features), as well as a new double-entry gate to provide additional containment of off-leash dogs.

Adjacent to the facility is an approximately 15,000 square foot asphalt parking lot shared by both the Dog Training Area and an adjoining pétanque court. The existing asphalt is degraded and the surface conditions are not in compliance with the Americans with Disabilities Act. Currently, stormwater is not managed in compliance with the Stormwater Requirements and Design Guidelines as established by the San Francisco Public Utilities Commission.

The planned project would provide a comprehensive renovation of both the Dog Training Area as well as improvements to the adjacent parking lot, bringing both amenities into compliance with applicable codes related to accessibility and stormwater management. It is anticipated that the existing sand surface will be replaced by a combination of new materials, which could include synthetic turf, wood mulch, sand, and concrete pathways. New irrigation connected to an existing irrigation system in Golden Gate Park would be provided to support regular cleaning and hygiene. The fence surrounding the Dog Training Area would be replaced by a new, 4-foot, black, vinyl-clad fence with new double-entry gates that would be installed at all entrances. The interior would feature a new partition to allocate approximately 15 to 20% of the total space to an area for small dogs only. The two existing drinking fountains would be salvaged and reused, while a third would be added. New park benches and waste disposal bins would be added both inside and outside of the fence line. New trees may also be planted in areas of sand or mulch to provide shade. Dog agility and training equipment may also be added as the project budget allows.

Renovation of the parking lot could include complete demolition and regrading to provide code-compliant slopes and to support a stormwater management plan using new catch basins and planted treatment areas that would take advantage of the site's naturally sandy soil with high infiltration rates. In this plan, new asphalt paving would be installed with markings for standard parking spaces. New concrete pads would be provided for accessible parking stalls. New pedestrian-scaled lighting in conformance with Golden Gate Park standards may also be installed throughout the parking lot and along the Dog Training Area fence line. The addition of lighting will require either connection to existing facilities with PG&E service, such as the nearby Golden Gate Park Senior Center, or may possibly require new PG&E service from Fulton Street.

RECREATION AND PARK COMMISSION

City and County of San Francisco

Resolution Number 1710-005

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR
GOLDEN GATE PARK DOG TRAINING AREA AND LAKE MERCED
IMPROVEMENT PROJECTS**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the projects shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant projects, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of application(s) before submission of said application(s) to the state; and

WHEREAS, the Grantee will enter into an agreement with the State of California for subject projects: now, therefore, be it

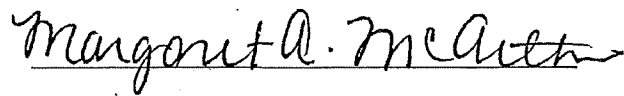
RESOLVED that the San Francisco Recreation and Park Commission (Grantee)

1. Approves the acceptance of general fund allocation for local assistance for the above projects; and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to operate and maintain the projects or will enter into an agreement with another entity to perform said operation and maintenance; and
4. Certifies that said agency has reviewed and understands the General Provisions contained in the Project Agreement shown in the Procedural Guide; and
5. Appoints the General Manager or his/her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned projects.

Adopted by the following vote:

Ayes:	7
Noes:	0
Absent:	0

I certify that the foregoing resolution was adopted at the meeting of the Recreation and Park Commission held on October 19, 2017.



Margaret A. McArthur, Commission Liaison

IX. COST ESTIMATE FORM FOR DEVELOPMENT PROJECTS

Where possible, quantify the components of the project (e.g. labor, materials, etc.), the lateral and linear extent of restoration work, labor, materials, and equipment requirements. Indicate tasks to be funded by this grant and by other sources, as well as In-Kind contributions. All cost elements included should be consistent with the scope, site plan and CEQA documents. Add and delete project elements as applicable to your project.

Project Elements (SAMPLE ONLY)	Unit Price	Units	Quant.	Total Project Costs	General Fund Grant	Local Contributions (Specify)	Other Funding Source(s) (Specify)
NON-CONSTRUCTION COSTS							
Direct Project Management & Administration							
Staff Time (direct costs only)	\$ 106	Hrs	1700	\$ 180,200	\$ 180,200		
Incidental Charges	LS	LS	LS		Ineligible		
Consultants							
Subtotal - Direct Management			1700	\$ 180,200	\$ 180,200		
Planning, Design & Permitting							
Staff Time (direct costs only)	\$ 72	Hrs	3500	\$ 252,000	\$ 252,000		
Consultants	\$ 102	Hrs	130	\$ 13,260	\$ 13,260		
Permit Costs	LS	LS	LS	\$ 20,000	\$ 20,000		
Subtotal - Planning, Design & Permitting				\$ 285,260	\$ 285,260		
CEQA Compliance (if applicable)							
Staff Time (direct costs only)	\$ 78	Hrs	215	\$ 16,770	\$ 16,770		
Consultants	\$ -	Hrs	0	\$ -	\$ -		
Subtotal - CEQA				\$ 16,770	\$ 16,770		
SUB-TOTAL Non-Construction Costs (not to exceed 25% of grant)				\$ 499,000	\$ 499,000		
CONSTRUCTION COSTS							
Site Demo / Prep / Grading	\$ 3.00	square ft	85,000	\$ 255,000	\$ 255,000	\$ -	
Parking Lot Renovation	\$ 8.25	square ft	20,000	\$ 165,000	\$ 165,000	\$ -	
Dog Play Area Renovation	\$ 14.50	square ft	65,000	\$ 942,500	\$ 942,500		
SUB-TOTAL Construction Costs				\$ 1,362,500	\$ 1,362,500		
Contingency (not to exceed 10% of grant)				\$ 138,500	\$ 138,500	\$ -	
PROJECT GRAND TOTAL:				\$ 2,000,000	\$ 2,000,000	\$ -	

Category listing should be detailed and customized to fit the project proposal. Each Funding source, whether In-Kind or cash should have its own column. Specify In-Kind or cash in each column heading. The unit price multiplied by the quantity equals the Total Project Costs column. The General Fund Grant and Other Funding Sources should also sum to the Total Project Costs column. LS = Lump Sum

IX. DEVELOPMENT PROJECT TIMELINE – GOLDEN GATE PARK DPA

Activity Description	Timeline
Preliminary work on the project	November 2017 – March 2018
Submit CEQA documents	March 2018
Submit final site design/plans/specifications	September 2018
Submit evidence of bond acknowledgement sign	June 2019
Construction period	October 2019 - May 2020
Submit Project Closeout package with final Payment Request to State	August 2020

Golden Gate Dog Play Area

Project Expenditures

Construction Hard Costs	\$1,362,500
Planning Design & Permitting	\$341,150
Testing & Inspections	\$30,000
Construction Contingency (~10%)	\$138,310
Project & Construction Management	\$375,000
Escalation	\$40,875
Project Reserve	\$107,423
Miscellaneous	\$15,000
Project Budget	\$2,410,258

Project Funding

CA Natural Resources Grant	\$2,000,000
SFRPD Funding	\$410,258
	\$2,410,258

Project Expenditures

Construction Hard Costs	\$1,611,470
Planning Design & Permitting	\$372,897
Testing & Inspections	\$45,000
Construction Contingency (10%)	\$161,147
Project & Construction Management	\$453,589
Escalation	\$48,344
Project Reserve	\$251,147
Restroom	\$56,406
Project Budget	\$3,000,000

Project Funding

CA Natural Resources Grant	\$1,000,000
SFRPD Funding	\$2,000,000
	\$3,000,000



October 20, 2017

Toni Moran
San Francisco Recreation and Park Department
30 Van Ness Avenue, Third Floor, Suite 3000
San Francisco, CA 94102

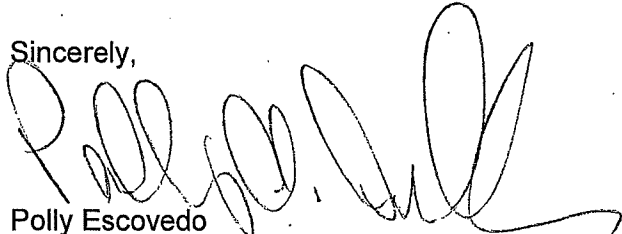
Dear Toni Moran,

Congratulations on behalf of the California Natural Resources Agency (Agency). It is my pleasure to inform you that the City and County of San Francisco has been granted funding under the 2017-18 State General Fund in the following amounts:

Golden Gate Park and Fulton Dog Park Enhancements	\$2,000,000
Lake Merced	\$1,000,000

Please coordinate any public announcements related to your grant award with our Communications Director Sam Chiu at (916) 651-7585 or via e-mail at sam.chiu@resources.ca.gov.

Agency staff will continue to work with you in the coming weeks to begin developing your grant agreement.

Sincerely,

Polly Escovedo
Chief, Grants Unit
California Natural Resources Agency

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>





Mayor Mark Farrell
Phil Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department

DATE: March 19, 2018

SUBJECT: Accept and Expend Legislation

PROJECT TITLE: General Fund Grant for Golden Gate Park Dog Training Area
and Lake Merced

Attached please find the original and 4 copies of each of the following:

- Proposed resolution; original signed by Department, Mayor, Controller
- Grant Resolution Information Form – Golden Gate Park (GGP) Dog Training Area
- Grant Resolution Information Form – Lake Merced
- Grant Project Application – GGP Dog Training Area
- Grant Project Application – Lake Merced
- Projects and Sources – GGP Dog Training Area and Lake Merced
- Grant Award Letter
- Grant Agreement – GGP Dog Training Area
- Grant Agreement – Lake Merced

Special Timeline Requirements:

Need Grant Funding in Place by May to meet project schedules. Please introduce on April 3, 2018.

Departmental representative to *receive* a copy of the adopted resolution:

Name: Toni Moran Phone: 415 581-2555


Interoffice Mail Address: toni.moran@sfgov.org

Certified copy required Yes No

OFFICE OF THE MAYOR
SAN FRANCISCO




MARK FARRELL
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM:  Mayor Farrell
RE: Accept and Expend Grant – California Natural Resources Agency Grant -
\$3,000,000
DATE: April 10, 2018

Attached for introduction to the Board of Supervisors is a resolution retroactively authorizing the Recreation and Park Department to accept and expend a General Fund Grant from the California Natural Resources Agency in the amount of \$2,000,000 for the Golden Gate Park Dog Training Area and \$1,000,000 for Lake Merced Trail Improvements.

Should you have any questions, please contact Andres Power (415) 554-5168.


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BOARD OF SUPERVISORS
SAN FRANCISCO

1 DR. CARLTÓN B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141